

<i>SERFF Tracking Number:</i>	<i>NALH-127638570</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Midland National Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49857</i>
<i>Company Tracking Number:</i>	<i>AS135A</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>AS135A Variable Annuity</i>		
<i>Project Name/Number:</i>	<i>AS135A Variable Annuity/AS135A Variable Annuity</i>		

## Filing at a Glance

Company: Midland National Life Insurance Company

Product Name: AS135A Variable Annuity

SERFF Tr Num: NALH-127638570 State: Arkansas

TOI: A03I Individual Annuities - Deferred  
Variable

SERFF Status: Closed-Approved-  
Closed State Tr Num: 49857

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: AS135A

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Laurie Christensen,  
Deanna Hoffman, Stacy Reece,  
Chris Cairns

Disposition Date: 10/04/2011

Date Submitted: 09/22/2011

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: AS135A Variable Annuity

Status of Filing in Domicile: Pending

Project Number: AS135A Variable Annuity

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 10/04/2011

State Status Changed: 10/04/2011

Deemer Date:

Created By: Laurie Christensen

Submitted By: Stacy Reece

Corresponding Filing Tracking Number:

Filing Description:

RE: MIDLAND NATIONAL LIFE INSURANCE COMPANY

NAIC #431-66044 FEIN #46-0164570

New Submission Product Description

AS135A Individual Flexible Premium Deferred Variable Annuity Contract

PS135A Specifications Page

We are filing the above referenced form for your review and consideration for approval. This is a new variable annuity

<i>SERFF Tracking Number:</i>	<i>NALH-127638570</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Midland National Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49857</i>
<i>Company Tracking Number:</i>	<i>AS135A</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>AS135A Variable Annuity</i>		
<i>Project Name/Number:</i>	<i>AS135A Variable Annuity/AS135A Variable Annuity</i>		

contract and does not replace any forms currently on file with your department. The form will be used on a general basis. This form is laser printed and we reserve the right to change fonts and layouts. No part of this filing contains unusual or possibly controversial items from normal Company or industry standards. Furthermore, Midland NationalLife assures you that this filing meets the provisions of Regulation 49 and Arkansas Code Ann.23-79-138.

Contract AS135A – This Flexible Premium Deferred Variable Annuity contract will be sold in both the qualified and nonqualified markets. Only separate accounts are offered on this product. There is no fixed account. The product does not have any added features such as guarantee living benefits or enhanced death benefit riders. There are no surrender charges on this contract. Issue ages are from 0 to age 90. This form will be marketed by registered representatives and brokers.

This contract will utilize Specifications Page PS135A. The information bracketed on the Specifications Page is considered to be variable. We have enclosed a statement of variability regarding this information.

Contract AS135A is a variable annuity subject to federal jurisdiction and, therefore, are exempt from Flesch Score readability requirements.

The prospectus has been filed with the SEC and is expected to become effective soon.

For informational purposes, included in this filing is a Statement of Variability that provides the variable ranges and variable text for the bracketed information shown on the Specifications Page.

Advertising materials for the above referenced form are not yet available. Advertising materials will be submitted to the Department for review upon request.

## Company and Contact

### Filing Contact Information

Laurie Christensen, Product Analyst	lkchristensen@mnlife.com
4601 Westown Parkway	877-586-0240 [Phone] 35880 [Ext]
West Des Moines, IA 50266	877-586-0240 [FAX]

### Filing Company Information

Midland National Life Insurance Company	CoCode: 66044	State of Domicile: Iowa
525 W. Van Buren Street	Group Code: 431	Company Type: Life and Annuity
Chicago, IL 60607	Group Name:	State ID Number:
(800) 800-3656 ext. [Phone]	FEIN Number: 46-0164570	

-----

*SERFF Tracking Number:*      *NALH-127638570*      *State:*      *Arkansas*  
*Filing Company:*      *Midland National Life Insurance Company*      *State Tracking Number:*      *49857*  
*Company Tracking Number:*      *AS135A*  
*TOI:*      *A03I Individual Annuities - Deferred Variable*      *Sub-TOI:*      *A03I.002 Flexible Premium*  
*Product Name:*      *AS135A Variable Annuity*  
*Project Name/Number:*      *AS135A Variable Annuity/AS135A Variable Annuity*

## **Filing Fees**

**Fee Required?**      Yes  
**Fee Amount:**      \$100.00  
**Retaliatory?**      No  
**Fee Explanation:**      Iowa does not have fees so retaliatory does not apply.  
**Per Company:**      No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Midland National Life Insurance Company	\$0.00	09/22/2011	

SERFF Tracking Number: NALH-127638570 State: Arkansas

Filing Company: Midland National Life Insurance Company State Tracking Number: 49857

Company Tracking Number: AS135A

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: AS135A Variable Annuity

Project Name/Number: AS135A Variable Annuity/AS135A Variable Annuity

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/04/2011	10/04/2011

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	09/27/2011	09/27/2011	Stacy Reece	10/03/2011	10/03/2011

*SERFF Tracking Number:*      *NALH-127638570*      *State:*      *Arkansas*  
*Filing Company:*      *Midland National Life Insurance Company*      *State Tracking Number:*      *49857*  
*Company Tracking Number:*      *AS135A*  
*TOI:*      *A03I Individual Annuities - Deferred Variable*      *Sub-TOI:*      *A03I.002 Flexible Premium*  
*Product Name:*      *AS135A Variable Annuity*  
*Project Name/Number:*      *AS135A Variable Annuity/AS135A Variable Annuity*

## **Disposition**

Disposition Date: 10/04/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>NALH-127638570</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Midland National Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49857</i>
<i>Company Tracking Number:</i>	<i>AS135A</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>AS135A Variable Annuity</i>		
<i>Project Name/Number:</i>	<i>AS135A Variable Annuity/AS135A Variable Annuity</i>		

<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification		Yes
<b>Supporting Document</b>	Application		Yes
<b>Supporting Document</b>	Life & Annuity - Acturial Memo		No
<b>Form</b>	Variable Annuity		Yes
<b>Form</b>	Specifications Page		Yes

*SERFF Tracking Number:*      *NALH-127638570*      *State:*      *Arkansas*  
*Filing Company:*      *Midland National Life Insurance Company*      *State Tracking Number:*      *49857*  
*Company Tracking Number:*      *AS135A*  
*TOI:*      *A03I Individual Annuities - Deferred Variable*      *Sub-TOI:*      *A03I.002 Flexible Premium*  
*Product Name:*      *AS135A Variable Annuity*  
*Project Name/Number:*      *AS135A Variable Annuity/AS135A Variable Annuity*

## **Objection Letter**

Objection Letter Status      Pending Industry Response  
Objection Letter Date      09/27/2011  
Submitted Date      09/27/2011  
Respond By Date      10/27/2011

Dear Laurie Christensen,

This will acknowledge receipt of the captioned filing.

### **Objection 1**

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and the company is in compliance.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,  
Linda Bird

*SERFF Tracking Number:*      *NALH-127638570*      *State:*      *Arkansas*  
*Filing Company:*      *Midland National Life Insurance Company*      *State Tracking Number:*      *49857*  
*Company Tracking Number:*      *AS135A*  
*TOI:*      *A03I Individual Annuities - Deferred Variable*      *Sub-TOI:*      *A03I.002 Flexible Premium*  
*Product Name:*      *AS135A Variable Annuity*  
*Project Name/Number:*      *AS135A Variable Annuity/AS135A Variable Annuity*

## Response Letter

Response Letter Status      Submitted to State  
Response Letter Date      10/03/2011  
Submitted Date      10/03/2011

Dear Linda Bird,

### Comments:

Thank you for your initial review of this filing. Our response is provided below.

### Response 1

Comments: Our filing description did list our certificaion of compliance with Ark. Code Ann. 23-79-138 and Regulation 49. Midland National also certifies compliance with Regulation 19s10B and Regulation 6.

#### Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and the company is in compliance.

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.



*SERFF Tracking Number:*      *NALH-127638570*      *State:*      *Arkansas*  
*Filing Company:*      *Midland National Life Insurance Company*      *State Tracking Number:*      *49857*  
*Company Tracking Number:*      *AS135A*  
*TOI:*      *A03I Individual Annuities - Deferred Variable*      *Sub-TOI:*      *A03I.002 Flexible Premium*  
*Product Name:*      *AS135A Variable Annuity*  
*Project Name/Number:*      *AS135A Variable Annuity/AS135A Variable Annuity*

Please let me know if you have any further questions or concerns.

Sincerely,

Chris Cairns, Deanna Hoffman, Laurie Christensen, Stacy Reece

SERFF Tracking Number: NALH-127638570 State: Arkansas

Filing Company: Midland National Life Insurance Company State Tracking Number: 49857

Company Tracking Number: AS135A

TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium

Product Name: AS135A Variable Annuity

Project Name/Number: AS135A Variable Annuity/AS135A Variable Annuity

## Form Schedule

### Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	AS135A	Policy/Cont	Variable Annuity ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	AS135A SRS VA - Rev 09.20.2011 changes accepted FINAL.pdf
	PS135A	Schedule	Specifications Page Pages	Initial		0.000	PS135A SRS Variable Specifications page 09.20.2011 changes accepted FINAL.pdf



*A Stock Company*

[Principal Office: 4350 Westown Parkway, West Des Moines, IA 50266 ♦ (515) 440-5500  
Customer Service Center: P.O. Box 758547, Topeka, KS 66675-8547 ♦ (866) 270-9564]

In this Contract, Midland National Life Insurance Company is referred to as "We", "Us", "Our", or the "Company". "You" and "Your" refer to the Owner.

We agree to pay the benefits provided by this Contract. This Contract is issued in consideration of the application and payment of the Initial Premium.

**RIGHT TO EXAMINE CONTRACT** - It is important to Us that You are satisfied with this Contract and that it meets Your insurance goals. Read it carefully. If You are not satisfied with it, You may return it to Us at the address shown on the Specifications Page or to Your agent within 10 days, or as required by state law, after You receive it. We will then void it as of the Issue Date and we will refund the full Accumulation Value, or if required by state law, the greater of the Accumulation Value or premiums less any partial withdrawals.

**THIS IS A LEGAL CONTRACT BETWEEN YOU AND US. READ IT CAREFULLY.**

A handwritten signature in black ink, enclosed in large square brackets. The signature appears to be 'John C. Salvatore'.

President

A handwritten signature in black ink, enclosed in large square brackets. The signature appears to be 'Melody J. Jensen'.

Secretary

**Individual Flexible Premium Deferred Variable Annuity Contract**  
**Annuity Payments Starting On Maturity Date**  
**Death Benefit Payable Before Maturity Date**  
**Non-Participating - Not Eligible For Dividends**

**DEATH BENEFIT AND ACCUMULATION VALUES WILL  
REFLECT THE INVESTMENT EXPERIENCE OF OUR SEPARATE ACCOUNT,  
WHICH MAY CAUSE THEM TO INCREASE OR DECREASE**

## TABLE OF CONTENTS

	<b>SECTION</b>
<b>RIGHT TO EXAMINE CONTRACT</b> .....	CONTRACT FACE PAGE
<b>DEFINITIONS</b> .....	<b>1</b>
<b>GENERAL PROVISIONS</b> .....	<b>2</b>
Changes to the Contract .....	2.1
Beneficiary .....	2.2
Change of Beneficiary .....	2.3
Change in Maturity Date .....	2.4
Incontestability .....	2.5
Misstatement of Age or Sex .....	2.6
Periodic Reports .....	2.7
Non-participating .....	2.8
Claims of Creditors .....	2.9
Minimum Benefits .....	2.10
Payment of Premiums .....	2.11
Owner .....	2.12
Assignment .....	2.13
Postponement of Payments .....	2.14
<b>YOUR INVESTMENT OPTIONS</b> .....	<b>3</b>
The Separate Account .....	3.1
Initial Allocation .....	3.2
Allocations .....	3.3
Transfers Prior to Maturity Date .....	3.4
Account Investments .....	3.5
Change in Investment Policy .....	3.6
Change of Fund .....	3.7
<b>ACCUMULATION VALUES</b> .....	<b>4</b>
Separate Account Value .....	4.1
Accumulation Units .....	4.2
Accumulation Unit Value .....	4.3
Net Investment Factor .....	4.4
Charges Against the Investment Option .....	4.5
<b>SURRENDERS</b> .....	<b>5</b>
Surrender .....	5.1
Surrender Value .....	5.2
<b>PARTIAL WITHDRAWALS</b> .....	<b>6</b>
Partial Withdrawals .....	6.1
<b>SYSTEMATIC WITHDRAWAL OPTION</b> .....	<b>7</b>
<b>DEATH BENEFIT</b> .....	<b>8</b>
Death of the Owner Before the Maturity Date .....	8.1
Multiple Beneficiaries .....	8.2
Death of Annuitant Before the Maturity Date .....	8.3
Spousal Continuance .....	8.4
<b>PAY-OUT PROVISIONS</b> .....	<b>9</b>
Payment of Contract Proceeds .....	9.1
Frequency of Annuity Payments .....	9.2
Fixed Payment Options .....	9.3
Additional Payment Plans .....	9.4
Evidence of Age and Survival .....	9.5
<b>SETTLEMENT OPTION TABLES</b> .....	<b>APPENDIX</b>

## SECTION 1: DEFINITIONS

The following are key words used in this Contract. They are important in describing both Your rights and Ours. When they are used, they are capitalized. As You read Your Contract, refer back to these definitions.

**Accumulation Value:** The value used to determine annuity payments at maturity and death benefits under this Contract. The Accumulation Value is equal to the sum of the amounts you have in the Investment Option(s) of the Separate Account.

**Administration Fee:** A fee based of the Contract Accumulation Value. The amount is shown on the Specifications Page.

**Annuitant:** The person(s) named in the application and shown on the Specifications Page. This is the person whose life is used to determine the amount and duration of any annuity payments involving life contingencies. The Annuitant may not be changed during the Annuitant's lifetime. This person may or may not be the Owner.

**Beneficiary:** The person(s) to whom the death benefit will be paid in the event of the death of the Owner.

**Business Day:** A day when the New York Stock Exchange is open. A Business Day ends when the New York Stock Exchange closes. The Separate Account will be valued each Business Day.

**Contingent Annuitant:** The person designated by You who, upon Annuitant's death prior to the Maturity Date, becomes the Annuitant. Non-natural Owners cannot name a Contingent Annuitant.

**Contingent Beneficiary:** The person(s) designated by You, to receive the death benefit if the named Primary Beneficiary dies before the death of the Owner. In the event more than one Primary Beneficiary is named, the Contingent Beneficiary will become the Beneficiary only if all named Primary Beneficiaries die before the Owner and only if the Contingent Beneficiary survives the Owner. If more than one Contingent Beneficiary is named, each named Beneficiary will share equally in any benefit or rights granted by this Contract, unless You have given Us other Written Notice.

**Contract:** The entire Contract between You and Us consisting of the Contract, any attached application, and any Endorsements, Riders, and amendments.

**Contract Anniversary:** The same date in each year as the Issue Date.

**Contract Quarter:** A three-month period that starts on the same date as the Issue Date in each three-month period. If the date is not a calendar date, We look forward to the first day of the next calendar month. For example, assume a contract is issued on January 31<sup>st</sup>; the Contract Quarter will begin on the first day of each quarter (May 1, July 31, and October 31<sup>st</sup>).

**Endorsement or Rider:** A form which amends this Contract or which provides additional benefits. When an Endorsement or Rider is attached to this Contract, it is a part of this Contract and is subject to all the terms of this Contract unless We state otherwise.

**Funds:** The investment companies, more commonly called mutual fund companies, which provide the investment vehicles for the Separate Account on the Issue Date or as later changed by Us.

**Initial Premium:** The dollar amount sent to Us by You to initially fund this annuity and issue this Contract. The Initial Premium is shown on the Specifications Page.

**Investment Option(s):** A division of Our Separate Account which invests exclusively in the shares of a specified portfolio of the Funds.

**Issue Age:** Age of the Annuitant on the last birthday before the Issue Date.

**Issue Date:** The date this Contract is issued and Your rights and benefits begin and from which Contract Anniversaries and Contract Quarters are measured. The Issue Date is shown on the Specifications Page.

**Maintenance Fee:** A fee charged by Us, if applicable. The amount is defined on the Specifications Page.

**Maturity Date:** The latest date on which annuity payments must begin. The Maturity Date is shown on the Specifications Page.

**Minimum Accumulation Value:** The Minimum Accumulation Value is shown on the Specifications Page.

**Minimum Partial Withdrawal Amount:** The minimum dollar amount that is allowed by Us to be withdrawn prior to surrender. The amount is shown on the Specifications Page.

**Net Premium:** The total premiums received less any reductions for partial withdrawals. Partial withdrawals will reduce the Net Premium by the same proportion that the partial withdrawal reduced the Accumulation Value.

**Owner:** The person(s) or entity that is named in the application or on the latest change filed with Us who is entitled to exercise all rights and privileges provided in the Contract. If the Owner is a non-natural Owner, the death benefit is payable upon the death of the Annuitant.

**Payee:** The Owner is the Payee on the Maturity Date. The Beneficiary is the Payee of the proceeds at the death of the Owner, if the date of death is prior to the Maturity Date.

**Premium Tax:** An amount that may be deducted from the Accumulation Value at surrender, annuitization or death.

**Primary Beneficiary:** The person(s), designated by You, who has the first right to receive the death benefit in the event of the death of the Owner, if the date of death is prior to the Maturity Date, provided such person survives the Owner. If more than one Primary Beneficiary is named, each named Beneficiary will share equally in any benefit or rights granted by the Contract, unless You have given Us other Written Notice.

**Proof of Death:** Proof of Death may consist of a certified copy of the death certificate or any other proof satisfactory to Us.

**Separate Account:** Our Separate Account C which receives and invests Your premiums under the Contract.

**Surrender Value:** The amount available at time of full surrender as set forth in Section 5.

**Transaction Closing Time:** We may impose closing times that are earlier than the closing time of the Valuation Period to process transfers.

**Valuation Period:** A period used in measuring the investment experience of each Investment Option within the Separate Account.

The valuation period is the time beginning at the close of regular trading on the New York Stock Exchange on the one Business Day and ending at the close of regular trading on the New York Stock Exchange on the next Business Day. Investment Options will have one Valuation Period during the regular trading day on the New York Stock Exchange.

**Written Notice:** A notice submitted in a written form satisfactory to Us. Written Notice must be signed by the Owner and received by Us at the address shown on the Specifications Page.

## SECTION 2: GENERAL PROVISIONS

- 2.1 Changes to the Contract:** No one has the right to change any part of this Contract or to waive any of its provisions unless the change is approved in writing by one of Our officers. Only our President or Secretary may modify this Contract.

We may change this Contract without Your consent to conform to state or federal laws or regulations by attaching an Endorsement or Rider to this Contract.

- 2.2 Beneficiary:** The Beneficiary is the person named as Beneficiary on the application or as later changed by sending Us Written Notice, as explained in Section 2.3. A Beneficiary is revocable unless otherwise stated in the Beneficiary designation. If no Primary Beneficiary is living at the time of an Owner's death, the death benefit is payable to the Contingent Beneficiary. If no Contingent Beneficiary is living at the time of an Owner's death, the death benefit will be paid to the Owner or Owner's estate.

If there are joint Owners, the surviving joint Owner, will be the designated Primary Beneficiary and any other Beneficiary(ies) on record will be treated as Contingent Beneficiary(ies).

- 2.3 Change of Beneficiary:** You may change a revocable Beneficiary. We must receive Written Notice informing Us of the change. Upon receipt and acceptance by Us, a change takes effect as of the date the Written Notice was signed. We will not be liable for any payment made before We record the Written Notice.

An irrevocable Beneficiary cannot be changed without permission from the irrevocable Beneficiary. By designating an irrevocable Beneficiary, You give up the right to change that Beneficiary.

- 2.4 Change in Maturity Date:** At any time after Your first contract year, You may change the Maturity Date by Written Notice. We must receive Your Written Notice requesting such change at least 30 days prior to the original Maturity Date.

- 2.5 Incontestability:** We will not contest this Contract.

- 2.6 Misstatement of Age or Sex:** If the age or sex of the Annuitant has been misstated, We will adjust the amount of each annuity payment to whatever the premium payments would have purchased at the correct age and sex of the Annuitant.

Any underpayments made by Us will be paid to the Payee. Any overpayments made by Us will be charged against benefits falling due after adjustment. All underpayments and overpayments will include interest at the rate required by the jurisdiction in which this Contract is delivered, but not more than 6% per annum.

- 2.7 Periodic Reports:** At least once each year, We will send You a report containing information as required by applicable state law and the following:

- 1) The beginning and end dates of the current report period;
- 2) The Investment Option account value, if any, at the beginning of the current report period and at the end of the current report period;
- 3) The amounts that have credited or debited to the Investment Option account value during the current report period; and
- 4) The cash surrender value, if any, at the end of the current report period.

- 2.8 Non-participating:** This Contract does not participate in the surplus or profits of the Company and the Company does not pay any dividends on it.

- 2.9 Claims of Creditors:** To the extent permitted by law, no benefits payable under this Contract to a Beneficiary or Payee are subject to the claims of creditors.
- 2.10 Minimum Benefits:** The annuity payments, Surrender Value and death benefit under this Contract will not be less than the minimum required by the laws of the state, at the time of issue, in which this Contract is delivered.
- 2.11 Payment of Premiums:** The Initial Premium is due on the Issue Date. You may make additional premium payments in any amount and frequency, subject to the limits shown on the Specifications Page.
- 2.12 Owner:** This Contract belongs to You and You are entitled to exercise the rights of the Contract. There may be joint Owners; however, if there is more than one Owner, both Owners must be designated as each other's beneficiaries and both must agree to any change or the exercise of any rights under this Contract.

We require the Owner of the Contract to have an insurable interest in the Annuitant. An insurable interest does not exist if the Owner's sole economic interest in the Annuitant arises as a result of the Annuitant's death.

You have all rights granted by this Contract, including the right to change Owners and Beneficiaries prior to the Maturity Date, subject to the rights of:

- 1) Any assignee of record with Us;
- 2) Any irrevocable Beneficiary; and
- 3) Any restricted Ownership.

You must receive prior approval from Us and give Us Written Notice informing Us of Your request to change the Owner of this Contract. We reserve the right to refuse Your request for a change of Owner in a nondiscriminatory manner as required for purposes of satisfying applicable laws or regulations. When Your Written Notice is received and upon approval by Us, Your request for change of Owner will take effect as of the date signed. We are not liable for any payments made by Us before the date of Our recorded approval.

- 2.13 Assignment:** You must give Us Written Notice informing Us of Your request to assign this Contract. We reserve the right to refuse Your request for a change of Owner in a nondiscriminatory manner as required for purposes of satisfying applicable law or regulations. Upon receipt and acceptance by Us, a change takes effect as of the date the Written Notice was signed. We will not be responsible for the validity of any assignment. We will not be liable for any payments We make prior to the date of Our recorded approval.
- 2.14 Postponement of Payments:** Payments from the Separate Account may be postponed if:
- 1) The New York Stock Exchange is closed or trading on the Exchange is restricted as determined by the Securities and Exchange Commission ("SEC") or
  - 2) The SEC determines that an emergency exists that would make the disposal of securities held in the Separate Account or determination of their value not reasonably practicable.



### SECTION 3: YOUR INVESTMENT FEATURES

- 3.1 The Separate Account:** The Separate Account is Our Separate Account C, established under the Insurance Laws of the State of Iowa, and is a unit investment trust registered with the SEC under the Investment Company Act of 1940. It is also subject to the laws of Iowa. We own the assets of the account; We established the account to support variable annuity Contracts. The assets in the Separate Account equal to the reserves and other liabilities of the Separate Account may not be charged with liabilities arising out of Our other business.
- 3.2 Initial Allocation:** The Initial Premium will be allocated to the selected Investment Option(s) of the Separate Account on the Issue Date.
- 3.3 Allocations:** The Separate Account has several Investment Options and these are shown on the Specifications Page. You determine, using dollar amounts or percentages, how premiums will be allocated to the Investment Option(s). You may choose to allocate nothing to a particular Investment Option.

We reserve the right to limit the number of Investment Options in which You have premiums invested.

You may change the allocation for subsequent premiums at any time while the Contract is in force. To do so, You must send Us Written Notice or contact us by telephone, if telephone authorization is provided by You. The change will take effect on the date We receive notice.

- 3.4 Transfers Prior to Maturity Date:** You may request to transfer amounts from one Investment Option to another in writing, or by any other means We, at Our sole discretion, deem to be acceptable. The minimum amount You may transfer is shown on the Specifications Page. This minimum does not need to come from any one Investment Option or be transferred to any one Investment Option. The minimum applies to the net amounts being transferred at Your request.

You may request an unlimited number of transfers subject to the restrictions noted below; however We reserve the right to charge a Transfer Fee, as shown on the Specifications Page.

We reserve the right to restrict or reject any trading activity that We determine would be a violation of Our excessive/frequent trading policy designed to help prevent market timing.

We reserve the right to honor instructions We receive from the fund managers of any Investment Option to restrict, delay or reverse a Contract Owner's transfer request that they have deemed to be a violation of their excessive/frequent trading policy.

We reserve the right to delay or reject a transaction at any time that We are unable to purchase or redeem shares of any Investment Option available under this contract due to trading restrictions placed on the Investment Option by the fund managers.

You will be notified in writing if restrictions are placed on Your ability to transfer among the available Investment Options.

Transfers will be processed as of the Valuation Period that We receive Written Notice prior to the Transaction Closing Time. After deducting the amount of the transfer, the amount remaining in any Investment Option must be equal to or greater than zero.

- 3.5 Account Investments:** We use the assets of Our Separate Account to buy shares in the Funds. Each Investment Option is invested in a corresponding specific portfolio. Income and realized and unrealized gains and losses from Our shares in each portfolio are credited to, or charged against, the Investment Option. This is without regard to income, gains, or losses in Our other investment accounts.

We will always keep assets in the Separate Account with a total value at least equal to the Accumulation Values under Contracts like this one. To the extent those assets do not exceed this amount, We use them only to support those policies; We do not use those assets to support any other business We conduct. We may use any excess over this amount in any way We choose.

- 3.6 Change in Investment Policy:** A portfolio of the Funds may make a material change in its investment policy. In that case, We will send You a notice of the change. Within 60 days after You receive the notice, or within 60 days after the effective date of the change, if later, You may transfer any amount You have in that Investment Option to another Investment Option of Our Separate Account. The process for changing the investment policy of the Separate Account will be approved by Iowa, our state of domicile, and the process for doing so is on file with the Insurance Commissioner in the state in which this Contract is delivered.
- 3.7 Change of Fund:** A portfolio might, in Our judgment, become unsuitable for investment by an Investment Option. This may happen because of a change in investment contract, or a change in the laws or regulations, or because the shares are no longer available for investment, or for some other reason. If that occurs, We have the right to substitute another portfolio of the Funds, or to invest in a Fund other than the ones We show on the supplemental application. However, We would first seek approval from the SEC and, where required, the insurance regulator where this Contract is delivered.

#### SECTION 4: ACCUMULATION VALUES

- 4.1 Separate Account Value:** The amount You have in Our Separate Account at any time will be the sum of the values in each Investment Option. The value in each Investment Option is equal to (a) multiplied by (b) where:
- a) is the accumulation unit value as of the end of the Valuation Period for which the value in the Investment Option is determined
  - b) is the number of accumulation units in the Investment Option

We guarantee that adverse mortality and expense experience will not affect the amount You have in Our Separate Account.

- 4.2 Accumulation Units:** We will credit amounts to or deduct amounts from the Investment Option(s) in the Separate Account in the form of accumulation units prior to the Maturity Date. Credits are premiums and transfers into an Investment Option. Deductions are Maintenance Fees, Transfer Fees, transfers out of an Investment Option, partial withdrawals, full surrender and death benefits paid. The number of accumulation units to be credited or deducted from any Investment Option will be determined by dividing the amount to be credited or deducted from the Investment Option by the accumulation unit value of the Investment Option. Accumulation units will be credited or deducted using the accumulation unit value for the Valuation Period during which the transaction occurs.
- 4.3 Accumulation Unit Value:** The initial accumulation unit value of each Investment Option is set at \$10.00. The accumulation unit value for each subsequent Valuation Period is then determined at the end of the Valuation Period and will be equal to the net investment factor for that period multiplied by the accumulation unit value for the immediately preceding Valuation Period. The accumulation unit value applies to each Valuation Period. The accumulation unit value may increase or decrease from one Valuation Period to the next.

- 4.4 Net Investment Factor:** The net investment factor is an index used to measure the investment performance of an Investment Option from one Valuation Period to the next. The net investment factor can be greater or less than one; therefore, the accumulation unit value may increase or decrease.

The net investment factor for each Investment Option for a Valuation Period is determined by taking a) divided by b) minus c) minus d) where:

- a) Is the total of:
  - 1) the net asset value per share at the end of the current valuation period; plus
  - 2) any dividend or capital gains per share reinvested during the current Valuation Period; plus
  - 3) total accrued, but not yet reinvested, capital gains per share as of the current Valuation Period.
- b) Is the total of:
  - 1) the net asset value per share at the end of the preceding Valuation Period; plus
  - 2) total accrued, but not yet reinvested, capital gains per share as of the preceding Valuation Period.
- c) Is the Mortality and Expense Charge for each day in the current Valuation Period
- d) Is the administration fee for each day in the current Valuation Period

- 4.5 Charges Against the Investment Option:** In determining the accumulation unit value, We deduct the Mortality and Expense Charge and Administration Fee, as shown on the Specifications Page, from the assets of each Investment Option.

The earnings of the Separate Account are taxed as part of Our operations. At the present time, We do not expect to incur taxes on earnings of any Investment Option to the extent that earnings are credited under this Contract. If We incur additional taxes due to the operation of the Separate Account, We may make charges for such taxes against the Investment Option(s).

## **SECTION 5: SURRENDERS**

- 5.1 Surrender:** You may surrender this Contract for its Surrender Value at any time prior to the Maturity Date. The Surrender Value will be processed as of the Valuation Period that We receive Written Notice prior to the Transaction Closing Time.

We will pay the Surrender Value within seven days after We receive Written Notice. We may defer payment for a longer period as described in Section 2.14 of this Contract.

**Surrender Value:** The Surrender Value is equal to:

- 1) The Accumulation Value; less
- 2) The Maintenance Fee, if any; less
- 3) Any applicable Premium Tax.

## SECTION 6: PARTIAL WITHDRAWALS

- 6.1 Partial Withdrawals:** You may withdraw part of the Accumulation Value at any time before the Maturity Date, subject to the Minimum Partial Withdrawal Amount shown on the Specifications Page. A partial withdrawal may not bring the Accumulation Value below the Minimum Accumulation Value shown on the Specifications Page.

We will generally pay the partial withdrawal amount within seven days after We receive a properly completed partial withdrawal request in good order. We may defer payment for a longer period described in Section 2.14 of this Contract.

Unless You specify otherwise, Your partial withdrawal will be deducted from each Investment Options in the same proportion as each Investment Option bears to Your Accumulation Value. This allocation is subject to minimum amount requirements. Partial withdrawals will be processed as of the Valuation Period that We receive proper notification prior to the Transaction Closing Time.

## SECTION 7: SYSTEMATIC WITHDRAWAL OPTION

You may elect a systematic withdrawal option if all of the following requirements are satisfied as of the date we receive your request:

- 1) The Owner is living,
- 2) The Contract has not reached the Maturity Date, and
- 3) Your right to examine the Contract has expired.

All systematic withdrawals are considered partial withdrawals and will be deducted from each Investment Option in the same proportion as each Investment Option bears to Your Accumulation Value. Withdrawals may be made monthly, quarterly, semi-annually or annually. However, We reserve the right to change the frequency of payments or discontinue payments if the payment is less than \$100. Systematic withdrawals will be processed as of the Valuation Period that We receive proper notification prior to the Transaction Closing Time. You may discontinue systematic withdrawals at any time.

The balance remaining in the Accumulation Value will continue to increase or decrease, depending on the investment experience of the Investment Option(s) in which Your Accumulation Value resides. If Your Accumulation Value declines, systematic withdrawals may no longer be supported.

## SECTION 8: DEATH BENEFIT

- 8.1 Death of the Owner Before the Maturity Date:** If the Owner dies prior to the Maturity Date We will pay a death benefit upon receipt of a complete death benefit claim. A complete death benefit claim includes all of the following in good order:

- 1) Proof of Death;
- 2) An election of how the death benefit is to be paid; and
- 3) Any other documentation that We require.

**Notification of Death:** At the time of notification of death and upon the receipt of documentation of death, the beneficiary(ies) will have the following options:

- 1) Money Market Option: notify Us to allocate the Accumulation Value into the Money Market or other fund as designated by Us. All beneficiaries must authorize the allocation to Money Market.
- 2) Existing Allocation(s) Option: Unless We receive written notification to move the Accumulation Value to the Money Market we will leave the Accumulation Value in the current Investment Options.

**Death Benefit Calculation:** The death benefit will be calculated as of the Valuation Period that We receive a complete death benefit claim from the first beneficiary of record prior to the Transaction Closing Time.

The amount of the death benefit will be calculated based on the greater of Net Premium or the Accumulation Value of the Contract.

The death benefit amount will be increased by interest at the rate required by the jurisdiction in which this Contract is delivered from the date we receive all required documents until payment is made, less any applicable Premium Tax.

If the Owner dies before the entire interest in the Contract has been distributed, and the surviving spouse is not the sole Beneficiary, any remaining balance will:

- 1) Be distributed to the appropriate Beneficiary within 5 years from the death of the Owner.
- 2) Be distributed over the life of the Beneficiary or over a period not extending beyond the life expectancy of such Beneficiary, and
- 3) Such distributions must begin no later than one year after the date of death or a later date as prescribed by Internal Revenue Service regulations.

Each beneficiary may elect one of the following death benefit options:

- 1) Paid in a single sum; or
- 2) Elect a payment plan, as described in Section 9 of this contract.

After payment of all of the death benefit, the Contract is terminated.

**8.2 Multiple Beneficiaries:** If there are multiple beneficiaries, each beneficiary will receive their proportional share of the death benefit amount as of the date we receive an election of how their portion of the death benefit is to be paid.

**8.3 Death of Annuitant Before the Maturity Date:** If the Contract is owned by a natural person and the Annuitant dies before the Maturity Date, the Contingent Annuitant becomes the Annuitant. You will be the Contingent Annuitant unless You name someone else. The Annuitant must be a natural person. If the Annuitant dies and no Contingent Annuitant has been named, we will allow You 60 days to designate someone other than You as the Annuitant.

If the Contract is owned by a non-natural Owner, the death benefit is payable upon the death of the Annuitant.

**8.4 Spousal Continuance:** If the Owner dies, and the sole Beneficiary is the deceased Owner's spouse, the Beneficiary may elect to continue this Contract as the new Owner.

Payments under this Section are in full settlement of all liability under this Contract.

## SECTION 9: PAY-OUT PROVISIONS

- 9.1 Payment of Contract Proceeds:** On the Maturity Date, We will pay the Accumulation Value less Premium Tax, if any, of this Contract to the Owner if living. You may elect to have the value paid under one of the payment plans described below. The election of a payment plan must be made in writing at least 30 days prior to the Maturity Date. If no election is made, the automatic payment plan of a life annuity with 10 year certain period under Option 2 (monthly income for a minimum of 120 months and as long thereafter as the Annuitant lives) will be applied.

If the Accumulation Value, less Premium Tax (if any), on the Maturity Date is less than \$2,000, the annual payment is less than \$20, or the Payee is a corporation, partnership, association, trustee or assignee, We reserve the right to pay the full value to the Owner in a lump sum cash payment.

Annuity payments will not be less than those that would be provided by the application of the cash surrender value to purchase a single premium immediate annuity contract at purchase rates offered by the company at the time of the same class of annuitants.

- 9.2 Frequency of Annuity Payments:** Annuity payments will be made monthly, unless a different mode of payment is elected. If monthly payments would be less than \$50, We reserve the right to change the payment frequency, so that payments are at least \$50.
- 9.3 Fixed Payment Options:** Payments and earnings under the fixed payment options are not affected by the investment experience of any Investment Option. Interest credited on all fixed payment options will never be less than 1.0%.

### **Option 1 - Income for Specified Period:**

We will pay an income for a specific number of years in equal installments. We guarantee these payments to be at least those shown in Table 1.

Installments shown are for each \$1,000 of value applied based on a minimum interest of 1.0% per annum.

At Our sole discretion, excess interest may be paid or credited from time to time in addition to the payments guaranteed under Option 1.

### **Option 2 - Life Annuity:**

**Life Only:** We will pay equal monthly payments during the lifetime of the Annuitant. Upon the death of the Annuitant, payments will cease.

**With Certain Period:** We will pay equal monthly payments for a selected number of guaranteed payments, and then for as long as the Payee is living thereafter.

We guarantee these payments to be at least those shown in Table 2.

Installments shown are for each \$1,000 of value applied, based on Annuity 2000 Tables and a minimum interest of 1.0% per annum.

### **Option 3 - Income for a Specified Amount:**

We pay income of the specified amount until the principal and interest are exhausted. The specified amount is subject to the limitation that principal and interest must be payable for at least 5 years, and must be exhausted at the end of 20 years. Payments will begin on the Maturity Date and will continue until the principal and interest, at the rate of 1.0% compounded per annum, are exhausted.

### **Option 4 - Joint and Survivor Income:**

We will pay monthly payments during the lifetime of the Annuitant and the named Beneficiary. We determine the payment by the sex and age of each person from Table 3. The Annuitant must be at least 50 years old, and the Beneficiary/Payee must be at least 45 years old, at the time of the first monthly payment. We will furnish values for age or sex combinations not shown in the table on request.

Installments shown are monthly and are for each \$1,000 of value applied, based on Annuity 2000 Tables and a minimum interest of 1.0% per annum.

- 9.4 Additional Payment Plans:** If, at the time You elect a payment plan, We offer payment plans in addition to those listed, You may elect to have annuity payments made under any payment plan offered by Us.
- 9.5 Evidence of Age and Survival:** Income under Options 2 and 4 of the fixed payment plans is based on the age of the Annuitant. We require proof of age. We reserve the right to require proof of survival under these options.

## APPENDIX

TABLE 1

### INCOME FOR SPECIFIED PERIOD FACTORS

Payments shown are for each \$1,000 of net proceeds applied. Interest is [1.00%], and is subject to change as described in the Pay-Out Provisions Section.

Specified Period not to exceed 20 years. Payment will begin upon election.

ANNUAL YEARS	ANNUAL	SEMI-ANNUAL	QUARTERLY	MONTHLY
1	[N/A]	[N/A]	[N/A]	[N/A]
2	N/A	N/A	N/A	N/A
3	N/A	N/A	N/A	N/A
4	N/A	N/A	N/A	N/A
5	203.99	102.25	51.19	17.07
6	170.83	85.63	42.86	14.30
7	147.15	73.76	36.92	12.31
8	129.39	64.85	32.46	10.83
9	115.58	57.93	29.00	9.67
10	104.53	52.39	26.23	8.75
11	95.49	47.86	23.96	7.99
12	87.96	44.09	22.07	7.36
13	81.59	40.90	20.47	6.83
14	76.13	38.16	19.10	6.37
15	71.40	35.79	17.91	5.97
16	67.27	33.71	16.88	5.63
17	63.62	31.89	15.96	5.32
18	60.37	30.26	15.15	5.05
19	57.47	28.80	14.42	4.81
20	54.86	27.50	13.76	4.59

\*Each monthly payment for the number of years elected, not to exceed 20 years. Payments will begin on the Maturity Date.



TABLE 2

**MONTHLY INCOME FOR LIFE AND LIFE WITH GUARANTEED PERIODS**

Equal monthly payments for life only, for guaranteed periods of 10 or 20 years as elected, and for life thereafter as shown in the table below. Amount of each monthly installment shown is per \$1,000 of net proceeds. Amounts are based on [Annuity 2000 Table] and [1.00%] interest.

**Unisex**

Age of Payee	Life Only	Life with 10 Year Certain	Life with 20 Year Certain
25	1.83	1.83	1.83
26	1.86	1.86	1.85
27	1.88	1.88	1.88
28	1.90	1.90	1.90
29	1.93	1.93	1.92
30	1.95	1.95	1.95
31	1.98	1.98	1.97
32	2.01	2.01	2.00
33	2.03	2.03	2.03
34	2.06	2.06	2.06
35	2.09	2.09	2.09
36	2.13	2.12	2.12
37	2.16	2.16	2.15
38	2.19	2.19	2.18
39	2.23	2.23	2.22
40	2.27	2.26	2.25
41	2.30	2.30	2.29
42	2.35	2.34	2.33
43	2.39	2.38	2.37
44	2.43	2.43	2.41
45	2.48	2.47	2.45
46	2.53	2.52	2.50
47	2.58	2.57	2.55
48	2.63	2.62	2.59
49	2.68	2.68	2.64
50	2.74	2.73	2.70
51	2.80	2.79	2.75
52	2.87	2.85	2.81
53	2.93	2.92	2.87
54	3.00	2.99	2.93
55	3.08	3.06	2.99
56	3.16	3.14	3.05
57	3.24	3.22	3.12
58	3.33	3.30	3.19
59	3.42	3.39	3.26
60	3.52	3.48	3.33
61	3.62	3.58	3.41
62	3.73	3.68	3.48

Age of Payee	Life Only	Life with 10 Year Certain	Life with 20 Year Certain
63	3.85	3.79	3.56
64	3.97	3.91	3.64
65	4.11	4.03	3.72
66	4.25	4.16	3.80
67	4.40	4.29	3.87
68	4.56	4.44	3.95
69	4.74	4.59	4.02
70	4.93	4.75	4.09
71	5.13	4.92	4.16
72	5.35	5.09	4.22
73	5.59	5.27	4.27
74	5.84	5.46	4.32
75	6.12	5.66	4.37
76	6.42	5.86	4.41
77	6.74	6.07	4.44
78	7.09	6.28	4.47
79	7.47	6.49	4.50
80	7.88	6.69	4.52
81	8.32	6.90	4.54
82	8.81	7.10	4.55
83	9.33	7.29	4.56
84	9.90	7.46	4.57
85	10.51	7.63	4.57
86	11.17	7.78	4.58
87	11.87	7.92	4.58
88	12.63	8.05	4.59
89	13.43	8.16	4.59
90	14.27	8.26	4.59
91	15.15	8.35	4.59
92	16.07	8.42	4.59
93	17.03	8.49	4.59
94	18.03	8.55	4.59
95	19.08	8.60	4.59
96	20.20	8.64	4.59
97	21.39	8.67	4.59
98	22.72	8.70	4.59
99	24.20	8.72	4.59
100	25.91	8.73	4.59

TABLE 2 (continued)

**MONTHLY INCOME FOR LIFE AND LIFE WITH GUARANTEED PERIODS**

Equal monthly payments for life only, for guaranteed periods of 10 or 20 years as elected, and for life thereafter as shown in the table below. Amount of each monthly installment shown is per \$1,000 of net proceeds. Amounts are based on Annuity 2000 Table and 1.5% interest.

**Female**

Age of Payee	Life Only	Life with 10 Year Certain	Life with 20 Year Certain
25	1.83	1.83	1.83
26	1.86	1.86	1.85
27	1.88	1.88	1.88
28	1.90	1.90	1.90
29	1.93	1.93	1.92
30	1.95	1.95	1.95
31	1.98	1.98	1.97
32	2.01	2.01	2.00
33	2.03	2.03	2.03
34	2.06	2.06	2.06
35	2.09	2.09	2.09
36	2.13	2.12	2.12
37	2.16	2.16	2.15
38	2.19	2.19	2.18
39	2.23	2.23	2.22
40	2.27	2.26	2.25
41	2.30	2.30	2.29
42	2.35	2.34	2.33
43	2.39	2.38	2.37
44	2.43	2.43	2.41
45	2.48	2.47	2.45
46	2.53	2.52	2.50
47	2.58	2.57	2.55
48	2.63	2.62	2.59
49	2.68	2.68	2.64
50	2.74	2.73	2.70
51	2.80	2.79	2.75
52	2.87	2.85	2.81
53	2.93	2.92	2.87
54	3.00	2.99	2.93
55	3.08	3.06	2.99
56	3.16	3.14	3.05
57	3.24	3.22	3.12
58	3.33	3.30	3.19
59	3.42	3.39	3.26
60	3.52	3.48	3.33
61	3.62	3.58	3.41
62	3.73	3.68	3.48

Age of Payee	Life Only	Life with 10 Year Certain	Life with 20 Year Certain
63	3.85	3.79	3.56
64	3.97	3.91	3.64
65	4.11	4.03	3.72
66	4.25	4.16	3.80
67	4.40	4.29	3.87
68	4.56	4.44	3.95
69	4.74	4.59	4.02
70	4.93	4.75	4.09
71	5.13	4.92	4.16
72	5.35	5.09	4.22
73	5.59	5.27	4.27
74	5.84	5.46	4.32
75	6.12	5.66	4.37
76	6.42	5.86	4.41
77	6.74	6.07	4.44
78	7.09	6.28	4.47
79	7.47	6.49	4.50
80	7.88	6.69	4.52
81	8.32	6.90	4.54
82	8.81	7.10	4.55
83	9.33	7.29	4.56
84	9.90	7.46	4.57
85	10.51	7.63	4.57
86	11.17	7.78	4.58
87	11.87	7.92	4.58
88	12.63	8.05	4.59
89	13.43	8.16	4.59
90	14.27	8.26	4.59
91	15.15	8.35	4.59
92	16.07	8.42	4.59
93	17.03	8.49	4.59
94	18.03	8.55	4.59
95	19.08	8.60	4.59
96	20.20	8.64	4.59
97	21.39	8.67	4.59
98	22.72	8.70	4.59
99	24.20	8.72	4.59
100	25.91	8.73	4.59

TABLE 2 (continued)

## MONTHLY INCOME FOR LIFE AND LIFE WITH GUARANTEED PERIODS

Equal monthly payments for life only, for guaranteed periods of 10 or 20 years as elected, and for life thereafter as shown in the table below. Amount of each monthly payment shown is per \$1,000 of net proceeds. Amounts are based on [Annuity 2000 Table] and [1.00%] interest.

## Male

Age of Payee	Life Only	Life with 10 Year Certain	Life with 20 Year Certain
25	1.93	1.93	1.92
26	1.95	1.95	1.95
27	1.98	1.98	1.97
28	2.01	2.00	2.00
29	2.03	2.03	2.03
30	2.06	2.06	2.05
31	2.09	2.09	2.08
32	2.12	2.12	2.11
33	2.16	2.15	2.15
34	2.19	2.19	2.18
35	2.22	2.22	2.21
36	2.26	2.26	2.25
37	2.30	2.30	2.28
38	2.34	2.34	2.32
39	2.38	2.38	2.36
40	2.42	2.42	2.40
41	2.47	2.46	2.44
42	2.52	2.51	2.48
43	2.57	2.56	2.53
44	2.62	2.61	2.58
45	2.67	2.66	2.62
46	2.73	2.72	2.67
47	2.79	2.77	2.72
48	2.85	2.83	2.78
49	2.91	2.90	2.83
50	2.98	2.96	2.89
51	3.05	3.03	2.95
52	3.12	3.10	3.01
53	3.20	3.18	3.07
54	3.28	3.25	3.13
55	3.37	3.34	3.20
56	3.46	3.42	3.27
57	3.56	3.51	3.33
58	3.66	3.61	3.40
59	3.77	3.71	3.47
60	3.88	3.81	3.55
61	4.00	3.93	3.62
62	4.13	4.04	3.69

Age of Payee	Life Only	Life with 10 Year Certain	Life with 20 Year Certain
63	4.27	4.17	3.76
64	4.42	4.30	3.83
65	4.58	4.43	3.90
66	4.75	4.57	3.97
67	4.93	4.72	4.03
68	5.12	4.87	4.09
69	5.32	5.03	4.15
70	5.54	5.19	4.21
71	5.77	5.36	4.26
72	6.02	5.54	4.31
73	6.28	5.71	4.35
74	6.57	5.89	4.39
75	6.87	6.08	4.42
76	7.19	6.26	4.45
77	7.54	6.44	4.48
78	7.90	6.63	4.50
79	8.30	6.81	4.52
80	8.72	6.99	4.54
81	9.18	7.16	4.55
82	9.66	7.33	4.56
83	10.18	7.48	4.57
84	10.73	7.63	4.57
85	11.32	7.77	4.58
86	11.95	7.90	4.58
87	12.62	8.02	4.58
88	13.33	8.13	4.59
89	14.08	8.23	4.59
90	14.89	8.32	4.59
91	15.74	8.40	4.59
92	16.64	8.47	4.59
93	17.60	8.53	4.59
94	18.63	8.58	4.59
95	19.73	8.62	4.59
96	20.92	8.66	4.59
97	22.23	8.69	4.59
98	23.68	8.71	4.59
99	25.32	8.73	4.59
100	27.20	8.74	4.59

**TABLE 3****JOINT AND SURVIVOR INCOME FACTORS**

We will furnish values for age combinations not shown in the table on request. They will be calculated on the same basis as those in this table.

<b>Female Age</b>	<b>Male Age</b>					
	45	50	55	60	65	70
<b>45</b>	2.25	2.32	2.37	2.41	2.44	2.45
<b>50</b>	2.36	2.46	2.55	2.62	2.66	2.69
<b>55</b>	2.45	2.60	2.73	2.84	2.93	2.98
<b>60</b>	2.52	2.71	2.90	3.07	3.22	3.33
<b>65</b>	2.57	2.80	3.04	3.29	3.53	3.72
<b>70</b>	2.61	2.87	3.16	3.48	3.82	4.14

Payments shown are monthly and are for each \$1,000 of net proceeds applied. Based on [Annuity 2000 Tables], and [1.00%] interest.

Payment will begin upon election.

**Individual Flexible Premium Deferred Variable Annuity Contract**  
**Annuity Payments Starting On Maturity Date**  
**Death Benefit Payable Before Maturity Date**  
**Non-Participating - Not Eligible For Dividends**

**ANNUITY PAYMENTS, DEATH BENEFIT AND ACCUMULATION VALUES WILL  
REFLECT THE INVESTMENT EXPERIENCE OF OUR SEPARATE ACCOUNT,  
WHICH MAY CAUSE THEM TO INCREASE OR DECREASE**

## SPECIFICATIONS PAGE

<b>CONTRACT NUMBER:</b>	[L012345678]
<b>ISSUE DATE:</b>	[JUNE 1, 2011]
<b>MATURITY DATE:</b>	[JUNE 1, 2091]
<b>OWNER:</b>	[MARY DOE]
<b>ANNUITANT:</b>	[JOHN DOE]
<b>AGE OF ANNUITANT:</b>	[35]
<b>SEX OF ANNUITANT:</b>	[MALE]
<b>INITIAL PREMIUM:</b>	[\$10,000.00]
<b>MINIMUM INITIAL PREMIUM:</b>	[\$10,000]
<b>MINIMUM ADDITIONAL PREMIUM</b>	[1,000]
<b>MAXIMUM PREMIUM:</b>	[\$2,000,000]
<b>MINIMUM ACCUMULATION VALUE:</b>	[\$500]
<b>MINIMUM PARTIAL WITHDRAWAL AMOUNT*:</b>	[\$1,000]
[*Not applicable for RMD or systematic withdrawals.]	
<b>MORTALITY AND EXPENSE CHARGE:</b>	[1.00%]
The Current Mortality and Expense Charge is an annual rate based off of policy Accumulation Value and will be charged against the Investment Option(s) Unit Value on a daily prorated basis.	
<b>ADMINISTRATION FEE:</b>	[0.30%]
The Administration Fee will be charged against the Investment Option(s) Unit Value on a daily prorated basis. The Administration Fee on the Issue Date is guaranteed for the life of the Contract.	
<b>MAINTENANCE FEE*:</b>	[\$10.00] per Contract Quarter
[*The Maintenance Fee will be waived if the Accumulation Value or Net Premium(s) is \$[50,000] or greater on the Contract Quarter date. This fee is charged, on the Contract Quarter date, on or before the Maturity Date and will be taken pro-rata from all Investment Option(s). It will also be charged at the time of surrender in the event of a mid-year surrender where the greater of Accumulation Value or Net Premiums prior to surrender is less than \$[50,000]. It will not be charged mid-year in the event of annuitization or death. ]	
<b>TRANSFER FEE:</b>	[\$15.00] [Charged on each transfer in excess of [15] per contract year, subject to the provisions of Section 3.4.]
<b>MINIMUM TRANSFER AMOUNT:</b>	[\$100] or [100% of the Investment Option if less than \$[100]]

If You have any questions or concerns, contact Your agent or write or call Us at:

Customer Service Center  
[PO Box 758547  
Topeka KS 66675-8547]  
[888-888-8888]

## **INVESTMENT OPTIONS**

**\*We reserve the right to add, remove or revise availability of Investment Option(s).**

<b>[ALGER]</b>	
	[Alger Capital Appreciation S ]
<b>[AMERICAN CENTURY]</b>	
	[American Century VP Capital Apprec I ]
	[American Century VP Inflation Prot II ]
	[American Century VP Mid Cap Value II ]
	[American Century VP Ultra II ]
<b>[CALVERT]</b>	
	[Calvert VP SRI Equity]
	[Calvert VP SRI Mid Cap Growth]
<b>[FIDELITY]</b>	
	[Fidelity VIP Contrafund Service 2]
	[Fidelity VIP Emerging Mkts Svc 2]
	[Fidelity VIP High Income Service 2]
	[Fidelity VIP Mid Cap Service 2]
	[Fidelity VIP Money Market Service 2]
	[Fidelity VIP Overseas Service 2]
	[Fidelity VIP Real Estate Service 2]
	[Fidelity VIP Strategic Income Service 2]
<b>[PIMCO]</b>	
	[PIMCO VIT All Asset Adv]
	[PIMCO VIT Commodity Real Ret Strat Adv]
	[PIMCO VIT Emerging Markets Bond Adv]
	[PIMCO VIT Global Multi-Asset Adv]
	[PIMCO VIT Global (Unhedged) Bond Adv]
	[PIMCO VIT High Yield Adv]
	[PIMCO VIT Low Duration Adv]
	[PIMCO VIT Real Return Adv]
	[PIMCO VIT Short-Term Adv]
	[PIMCO VIT Total Return Adv]
<b>[RYDEX]</b>	
	[Rydex SGI Var S&P 500 Pure Gr]
	[Rydex SGI Var S&P MidCap 400 Pure Gr]
	[Rydex SGI Var Utilities Strategy]

SERFF Tracking Number: NALH-127638570 State: Arkansas  
Filing Company: Midland National Life Insurance Company State Tracking Number: 49857  
Company Tracking Number: AS135A  
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium  
Product Name: AS135A Variable Annuity  
Project Name/Number: AS135A Variable Annuity/AS135A Variable Annuity

## Supporting Document Schedules

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Flesch Certification

**Comments:**

Please see the filing description for compliance with these Rules & Regs.

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Application

**Comments:**

**Attachment:**

15137V PRT 08-11 final 09.26.2011.pdf

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Life & Annuity - Acturial Memo

**Comments:**

**Attachments:**

Act Memo AS135A VA.pdf

Act Memo Attach - As135A - A1.pdf



# [LiveWell® Retirement Series]

## Variable Annuity Application



Mail to: Midland National Life Insurance Company  
P.O. Box 758547, Topeka, KS 66675-8547  
Overnight to: 200 SW 6th Ave., Topeka, KS 66603-3704

Registered Representative: [515-555-5555]  
Customer Care: [515-555-5555]  
Fax: [515-555-5555]

### TYPE OF OWNERSHIP

☐ Individual ☐ Custodian ☐ UTMA/UGMA ☐ Trust\* ☐ Other\* \_\_\_\_\_

\* If the Owner is a Trust or other entity you must complete and submit the Certificate of Entity form with this application.

### PRIMARY OWNER

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_ Birth Date (mm/dd/yyyy) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Trust Name (IF APPLICABLE) \_\_\_\_\_ Trust Date (mm/dd/yyyy) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Street Address \_\_\_\_\_ Apartment/Suite Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Mailing Address (IF DIFFERENT THAN STREET ADDRESS) \_\_\_\_\_ Apartment/Suite Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ SSN/Tax/Employee Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

☐ U.S. Citizen ☐ Resident Alien/Citizen of: \_\_\_\_\_

Gender: ☐ Male ☐ Female E-mail address: \_\_\_\_\_

### JOINT OWNER (IF APPLICABLE)

Relationship to Owner: ☐ Spouse ☐ Other \_\_\_\_\_

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_ Birth Date (mm/dd/yyyy) \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Street Address \_\_\_\_\_ Apartment/Suite Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Mailing Address (IF DIFFERENT THAN STREET ADDRESS) \_\_\_\_\_ Apartment/Suite Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ SSN/Tax/Employee Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

☐ U.S. Citizen ☐ Resident Alien/Citizen of: \_\_\_\_\_

Gender: ☐ Male ☐ Female E-mail address: \_\_\_\_\_



## ANNUITANT

☐ Same As Owner

--	--	--	--	--

--	--	--	--	--

--	--	--

-

--	--

-

--	--	--	--

Gender: ☐ Male ☐ Female      E-mail address:

E-mail address:

## BENEFICIARY INFORMATION

*Do not complete the primary beneficiary section if you have joint owners. In the event of the death of the joint owner, the surviving joint owner automatically becomes the primary beneficiary and any other beneficiaries on record will be treated as contingent beneficiaries.*

e		
---	--	--

--	--	--	--	--	--	--	--	--	--	--

--	--	--	--	--

--	--	--	--	--	--	--

--	--

--	--	--

-

--	--

-

--	--	--	--

--	--

--	--

If additional beneficiaries need to be designated, please provide additional information in the Notes/Additional Information section.

## TAX STATUS / ANNUITY TYPE

**Make all checks payable to Midland National Life Insurance Company, P.O. BOX 758546, Topeka, KS 66675-8546.**

## NON-QUALIFIED

☐ Non-Qualified

## QUALIFIED

☐ IRA

Contribution year and amount: Year \_\_\_\_\_ Amount \$ \_\_\_\_\_ / Year \_\_\_\_\_ Amount \$ \_\_\_\_\_

Roth IRA: If transfer, provide original conversion/establishment date and amount: \_\_\_\_\_

**REPLACEMENT**

Do you have any existing life insurance or annuity contracts?

☐ Yes ☐ No

Will this annuity replace any existing life insurance or annuity?

☐ Yes ☐ No

Company Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Your registered representative/agent is required to leave with you the original or a copy of all written or printed sales material used in the sale of this product. Please retain all such copies for future reference.

**PURCHASE PAYMENTS**☐ INITIAL INVESTMENT - Make all checks payable to Midland National Life Insurance Company.

Initial Premium: \$ \_\_\_\_\_

Estimated amount of 1035/Transfer: \$ \_\_\_\_\_

**DOLLAR COST AVERAGING**

If you plan to elect Dollar Cost Averaging, please use the Dollar Cost Averaging form (15175V) included with sales materials.

**AUTOMATIC PORTFOLIO REBALANCING (OPTIONAL - MAY NOT BE USED WITH DOLLAR COST AVERAGING)**

Accumulation Value will rebalance to the portfolios selected in the Investment Options section below. Automatic Portfolio Rebalancing will occur on the contract anniversary of the month according to the elected frequency. If a frequency is not selected, the default is quarterly. Please consult your prospectus for details regarding this feature as well as restrictions, minimum or maximum limitations, fees and other applicable information. Automatic Portfolio Rebalancing cannot be elected if you participate in Dollar Cost Averaging. Any subsequent reallocation, add-on or partial withdrawal you direct, other than on a pro rata basis, will terminate this program.

I hereby elect Automatic Portfolio Rebalancing: ☐Indicate Frequency: ☐ Quarterly☐ Semi-Annually☐ Annually**INVESTMENT ELECTIONS**

INVESTMENT OPTIONS	(A) INITIAL INVESTMENT	INVESTMENT OPTIONS	(A) INITIAL INVESTMENT
Alger Capital Appreciation S	_____ %	Eaton Vance VT Floating-Rate Income	_____ %
BlackRock Basic Value V.I. 3	_____ %	Eaton Vance VT Large-Cap Value	_____ %
BlackRock Capital Appreciation V.I. 3	_____ %	Fidelity VIP Contrafund Service 2	_____ %
BlackRock Equity Dividend V.I. III	_____ %	Fidelity VIP Emerging Mkts Svc 2	_____ %
BlackRock Global Allocation V.I. III	_____ %	Fidelity VIP High Income Service 2	_____ %
BlackRock Large Cap Core V.I. 3	_____ %	Fidelity VIP Mid Cap Service 2	_____ %
BlackRock Large Cap Growth V.I. 3	_____ %	Fidelity VIP Money Market Service 2	_____ %
Calvert VP SRI Equity	_____ %	Fidelity VIP Overseas Service 2	_____ %
Calvert VP SRI Mid Cap Growth	_____ %	Fidelity VIP Real Estate Service 2	_____ %
DWS Alternative Asset Alloc Plus VIP B	_____ %	Fidelity VIP Strategic Income Service 2	_____ %
DWS Dremar Small Mid Cap Value VIP B	_____ %	Fidelity VIP Value Strategies Service 2	_____ %
DWS Global Small Cap Growth VIP B	_____ %	Franklin Mutual Shares Securities CI4	_____ %
DWS Large Cap Value VIP B	_____ %	Franklin Rising Dividends Securities CI4	_____ %

**INVESTMENT ELECTIONS (CONTINUED)**

INVESTMENT OPTIONS	(A) INITIAL INVESTMENT	INVESTMENT OPTIONS	(A) INITIAL INVESTMENT
Ivy Funds VIP Asset Strategy	_____ %	Pioneer Bond VCT II	_____ %
Ivy Funds VIP Dividend Opportunities	_____ %	Pioneer Equity Income VCT II	_____ %
Ivy Funds VIP Energy	_____ %	Pioneer High Yield VCT II	_____ %
Ivy Funds VIP Global Natural Resources	_____ %	Pioneer Strategic Income VCT II	_____ %
Ivy Funds VIP Growth	_____ %	Pioneer VCT II	_____ %
Ivy Funds VIP International Core Equity	_____ %	Prudential Series Jenn 20/20 Focus II	_____ %
Ivy Funds VIP International Growth	_____ %	Prudential SP Prudential US Emerg Gr II	_____ %
Ivy Funds VIP Mid Cap Growth	_____ %	Prudential Series Natural Resources II	_____ %
Ivy Funds VIP Science and Technology	_____ %	Royce Capital Micro-Cap SVC	_____ %
Ivy Funds VIP Small Cap Growth	_____ %	Royce Capital Small-Cap SVC	_____ %
Ivy Funds VIP Small Cap Value	_____ %	Rydex SGI Var S&P 500 Pure Gr	_____ %
Janus Aspen Balanced Svc	_____ %	Rydex SGI Var S&P MidCap 400 Pure Gr	_____ %
Janus Aspen Flexible Bond Svc	_____ %	Rydex SGI Var U.S. Long Short Momentum	_____ %
Janus Aspen Global Technology Svc	_____ %	Rydex SGI Var DWA Sector Rotation	_____ %
Janus Aspen Janus Svc	_____ %	Rydex SGI Var Managed Futures Strategies	_____ %
Janus Aspen Overseas Svc	_____ %	Rydex SGI Var Multi-Hedge Strategies	_____ %
Janus Aspen Perkins Mid Cap Value Svc	_____ %	Rydex SGI Var Inverse Gov't Long Board Strategies	_____ %
Janus Aspen Worldwide Svc	_____ %	Rydex SGI Var Inverse Mid-Cap Strategies	_____ %
Legg Mason WA VAR Global High Yield Pond II	_____ %	Rydex SGI Var Russell 2000 Strategies	_____ %
Legg Mason ClearBridge VAR Mid Cap Core II	_____ %	Rydex SGI Var S&P 500 Strategies	_____ %
MFS VIT II Global Tactical Allocation SC	_____ %	Templeton Developing Markets Sec CI4	_____ %
MFS VIT II New Discovery SC	_____ %	Templeton Foreign Securities CI4	_____ %
MFS VIT II Utilities SC	_____ %	Templeton Global Bond Sec CI4	_____ %
MFS VIT II International Value SC	_____ %		_____ %
PIMCO VIT All Asset Adv	_____ %		_____ %
PIMCO VIT Commodity Real Ret Strat Adv	_____ %		_____ %
PIMCO VIT Emerging Markets Bond Adv	_____ %		_____ %
PIMCO VIT Global Multi-Asset Adv	_____ %		_____ %
PIMCO VIT Global (Unhedged) Bond Adv	_____ %		_____ %
PIMCO VIT High Yield Adv	_____ %		_____ %
PIMCO VIT Low Duration Adv	_____ %		_____ %
PIMCO VIT Real Return Adv	_____ %		_____ %
PIMCO VIT Short-Term Adv	_____ %		_____ %
PIMCO VIT Total Return Adv	_____ %		_____ %

## ELECTRONIC INFORMATION AND DOCUMENT DELIVERY CONSENT

☐ **By checking this box**, I consent to receive by electronic delivery the following documents from Midland National Life Insurance Company during the duration of my Contract(s), including: prospectuses and prospectus supplements, periodic and immediate confirmations, quarterly statements, annual and semi-annual fund company reports, proxy and other voting materials, correspondence, other documents and any future disclosure materials.

I confirm that I have access to a computer to view these documents. I understand that I will need Adobe Acrobat Reader software to access any .PDF documents and that a free download of this software is available at <http://get.adobe.com/reader>. I understand that all documents provided in electronic or paper format from Midland National will be considered received and binding. Please download and save a copy of all account documents for your records and/or print and retain a copy by using the print capabilities of your browser or system software.

I understand that I can receive a paper version of any document received electronically without cost or penalty by contacting Midland National at [866-270-9564]. I understand that Midland National will rely on my signature as consent to receive all future variable product prospectuses and prospectus supplements, periodic and immediate confirmations, quarterly statements, annual and semi-annual fund company reports, proxy and other voting materials, correspondence, other documents and any future disclosure materials through electronic delivery. I understand that Midland National reserves the right, at its sole discretion, to discontinue electronic provision of documents and that notice of any such termination or change will be provided to me as required by law. Consent for Electronic Delivery as provided on this form applies to all contracts held under the same ownership.

I can change my mind and revoke this consent at any time without cost or penalty by contacting Midland National at [866-270-9564]. This consent will terminate a) when I notify Midland National that I wish to revoke my consent; b) when a change of ownership is processed; or c) when the annuity contract terminates. This consent agreement acknowledges that I have provided an accurate and complete e-mail address and other information related to this account and that I will provide any future changes to the information promptly for the purpose of receiving information of electronic document delivery via the internet.

This consent applies to this contract only. If multiple contracts are owned, Electronic Delivery must be elected for each.

Each owner must sign to activate Electronic Delivery.

Owner Signature: \_\_\_\_\_

Date

-   -

Joint Owner Signature: \_\_\_\_\_

Date

-   -

**Note: E-mail address must be provided in Owner Information Section.**

## FINANCIAL INFORMATION

*Our financial statements and financial statements for the Separate Account are in the SAI. You may obtain a free copy of the SAI by checking the box below.*

☐ **By checking this box**, I formally request a free copy of the SAI be sent by standard post mail or e-delivery.

## TELEPHONE, INTERNET AND ELECTRONIC MEDIUM TRANSACTION AUTHORIZATION

☐ **By checking this box**, I hereby authorize and direct Midland National to act on telephone, internet or other electronic medium instructions, when proper identification is furnished (Social Security Number or Tax Identification Number or other established identifiers), concerning Investment Options and/or to change the allocation of future premium payments. I agree that Midland National is not liable for any loss arising from any exchange or change in allocation of future premium payments by acting in accordance with these telephone, internet or electronic medium instructions. Midland National will employ reasonable procedures to confirm that instructions are genuine.

I authorize the following individuals (including an agent) to enact changes to my account on my behalf: \_\_\_\_\_

**OWNER MUST INITIAL**

Name \_\_\_\_\_ SSN/TIN    -   -

Name \_\_\_\_\_ SSN/TIN    -   -

**Note: if a Social Security Number/Tax ID Number is not provided, the proposed individual will not be authorized for certain transactions.**

## STATE REQUIRED NOTICES

**Arizona:** On receiving your written request, we will provide you with information regarding the benefits and provisions of the annuity contract for which you have applied. If you are not satisfied, you may cancel your contract by returning it within 20 days, or within 30 days if you are 65 years of age or older on the date of the application for the annuity, after the date you receive it. Any premium paid for the returned contract will be refunded without interest.

**Arkansas, Washington D.C., Hawaii, Louisiana, Maine, New Mexico, Ohio, Oklahoma, Tennessee and Virginia:** Any person who knowingly and with intent to injure, defraud or deceive any insurance company, submits an application for insurance containing any materially false, incomplete, or misleading information, or Conceals for the purpose of misleading, any material fact, is guilty of insurance fraud, which is a crime and in certain states, a felony. Penalties may include Imprisonment, fine, denial of benefits, or civil damages.

**California Reg. 789.8:** The sale or liquidation of any asset in order to buy insurance, either life insurance or an annuity contract, may have tax consequences. Terminating any life insurance policy or annuity contract may have early withdrawal penalties or other costs or penalties, as well as tax consequences. You may wish to consult independent legal or financial advice before the sale or liquidation of any asset and before the purchase of any life insurance or annuity contract.

**Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a contract owner or claimant for the purpose of defrauding, or attempting to defraud, the contract owner or claimant with regard to a settlement or award payable from insurance proceeds, shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**Florida:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing false, incomplete, or misleading information is guilty of a felony of the third degree.

**Kentucky:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**New Jersey:** Any person who includes any false or misleading information on an application for an insurance contract is subject to criminal and civil penalties. Insurance policies and annuities are not a deposit or other obligation of, or guaranteed by a bank, any affiliate of a bank, or savings association, and are not insured by the federal deposit insurance corporation (FDIC) or any other agency of the united states, a bank, any affiliate of a bank, or savings association.

**Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Washington:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the Company. Penalties include imprisonment, fines, and denial of insurance benefits.

## OWNER STATEMENT / TAXPAYER CERTIFICATION / FINANCIAL INSTITUTION DISCLOSURE

My signature below, does hereby acknowledge the following information:

As part of Midland National's commitment to counteract the funding for terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. With regard to this financial transaction, when you apply for an annuity, we will ask for your name, address, date of birth, and other information that will allow the Company to identify you. You may be asked to provide your driver's license or other identification documents.

I acknowledge the receipt of the Prospectus. I agree that, to the best of my knowledge and belief, all statements, answers and provided information in this form are complete and true and may be relied upon in determining whether to issue the applied for variable annuity. Only the owner and Midland National have the authority to modify this form.

I understand that I am purchasing a Variable Annuity product and that Variable Annuities and the underlying series shares or securities which fund them are not insured by the FDIC or any other agency. They are not deposits or other obligations of any bank and are not bank guaranteed. They are also subject to market fluctuation, investment risk and possible loss of principal invested.

I understand that IRAs and other qualified plans already provide tax deferral like features that may be provided through this contract.

I understand that when based on the investment experience of the Investment Elections, variable annuity cash surrender values may decrease or increase on any day and that no minimum value is guaranteed. The variable annuity applied for is in accord with my anticipated financial objectives, financial situation and insurance needs.

**OWNER STATEMENT / TAXPAYER CERTIFICATION (CONTINUED)**

All statements and information provided in this application (including all pages) are true and I agree to all terms and conditions stated herein.

Have you or will you be compensated in any way to purchase this contract? ☐ Yes ☐ No

Are you paying for this contract with your own funds? ☐ Yes ☐ No

Have you entered into or are you considering any other agreement in regards to this contract including but not limited to an agreement to sell, transfer or assign any rights in the policy? ☐ Yes ☐ No

**Taxpayer Certification**

**Under penalties of perjury, my/our signature(s) certifies/certify that:**

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).
- I am not subject to backup withholding because (a) I have not been notified by the Internal Revenue Service (IRS) that I am no longer subject to backup withholding.
- I am a U.S. citizen or U.S. resident alien.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

\_\_\_\_\_  
Owner Signature

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

Date Signed (mm/dd/yyyy)

\_\_\_\_\_  
City, State where signed. *(If different than state of residency, please complete Non-Resident Verification form included with the sales materials.)*

\_\_\_\_\_  
Joint Owner's Signature *(if applicable)*

\_\_\_\_\_  
Spouse Signature *(Required in community property states only. AZ, CA, ID, LA, NM, NV, TX, WA and WI are current community property states.)*

**REGISTERED REPRESENTATIVE/AGENT'S STATEMENT**

I certify that I have reviewed this application, determined that all questions are answered fully, completely and accurately as supplied by the applicant and recorded in full detail as required.

Will this annuity replace any existing life insurance or annuity? ☐ Yes ☐ No

If yes, provide the Company Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

\_\_\_\_\_  
Registered Representative's Full Name (please print)

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

Date Signed (mm/dd/yyyy)

\_\_\_\_\_  
Registered Representative's Signature

\_\_\_\_

Agent Number

License ID Number (FL only)

\_\_\_\_\_  
Additional Registered Representative Name (please print)

\_\_\_\_ . \_\_\_\_ (%)

Percentage

\_\_\_\_\_  
Resident Registered Representative Countersignature (where required)

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

Phone Number (include Area Code)

**CLIENT BIN / NETWORKING NUMBER (FOR REGISTERED REPRESENTATIVE/AGENT USE ONLY)**

Client BIN / Networking Number

\_\_\_\_\_

